

**RENEWAL**  
**CABLE TELEVISION LICENSE**  
**FOR**  
**THE TOWN OF PLAINVILLE,**  
**MASSACHUSETTS**

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# **PLAINVILLE RENEWAL LICENSE**

## **INTRODUCTION**

WHEREAS, Comcast of Massachusetts II, Inc. (hereinafter "Comcast" or "Licensee"), is the duly authorized holder of a Renewal Cable Television License to operate a Cable Communications System in the Town of Plainville, Massachusetts (hereinafter the "Town"), said license having commenced on August 12, 2001; and

WHEREAS, Comcast filed a written request for a renewal of its license by letter dated September 7, 2001 in conformity with the Cable Communications Policy Act of 1984 and filed a renewal proposal dated September 19, 2003;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Communications Policy Act;

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that the renewal of Comcast's license is appropriate in light of its past performance, compliance with the terms of its existing license, and the terms contained in its request for license renewal;

NOW THEREFORE, after due and full consideration, the Town and Comcast agree that this Renewal License is issued upon the following terms and conditions:

## **ARTICLE 1**

### **DEFINITIONS**

#### **SECTION 1.1 - DEFINITIONS**

The following terms used in this Renewal License shall have the following meanings:

(a) Basic Broadcast Service - That service tier which shall include at least the retransmission of local broadcast television signals and the Public, Educational and Governmental (“PEG”) Access channel(s), in accordance with the Cable Act of 1992. Said service tier may be marketed by the Licensee under a brand name which may change from time to time.

(b) Broadcast - Over-the-air transmission by a radio or television station.

(c) Cable Act - Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

(d) Cable Communications System or Cable System – The facility owned, constructed, installed, and operated by Licensee in the Town of Plainville, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of Section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d)

an open video system that complies with Section 653 of Title VI; or, (e) any facilities of any electric utility used solely for operating its electric utility systems.

(e) Cable Programming Services - Those service tiers which include all video programming services except the Basic Broadcast Service tier and premium and pay-per-view. Said service tiers may be marketed by the Licensee under a brand name which may change from time to time.

(f) Cable Division - The Cable Television Division of the Massachusetts Department of Telecommunications and Energy established pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

(g) Cable Service - The one-way transmission to Subscribers of video programming, or other interactive programming service (including music), and Subscriber interaction, if any, which is required for the selection of such video programming or other programming service, and the installation and rental of equipment necessary for the receipt thereof.

(h) Competing Distributors - Distributors whose actual or proposed service areas overlap.

(i) Drop or Cable Drop - 150 foot length standard coaxial cable used by the Licensee that connects each home or building to the feeder line of the Cable System.

(j) Effective Date – July 1, 2004.

(k) FCC - Federal Communications Commission.

(l) Gross Annual Revenues – Revenues determined in accordance with Generally Accepted Accounting Principles received by the Licensee for the provision of Cable Service(s) over the Cable Communications System including, without limitation: Basic Broadcast Service monthly fees and all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; all commercial Subscriber revenues; fees paid for channels designated for commercial use; converter, remote control and other equipment rentals and/or leases or sales. Gross Annual Revenues shall not include any fee or tax on services furnished by the Licensee and paid to any governmental entity

and collected by the Licensee on behalf of such entity. Gross Annual Revenues shall also be adjusted for reductions to cash receipts, such as refunds and bad debt.

(m) Issuing Authority - The Board of Selectmen of the Town of Plainville, Massachusetts.

(n) Licensee - Comcast of Massachusetts II, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(o) License Fee – The payments to be made by the Licensee to the Town of Plainville, or its designee, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A, Section 9.

(p) Multichannel Video Programming Distributor - An entity engaged in the business of making available for purchase, by subscribers or customers, multiple channels of video programming.

(q) Original Programming - Programming produced solely by employees or designees of the Issuing Authority and/or with the assistance of community volunteers.

(r) Outlet - An interior receptacle that connects a television set to the Cable Communications System.

(s) PEG Access Programming - Programming produced by any Plainville residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(t) Programming - Any video, audio, text or data coded signal carried over the Cable Communications System.

(u) Renewal License - The license granted herein.

(v) Subscriber - A person or entity who contracts with the Licensee for, and lawfully receives, the video signals and Cable Services distributed by the Cable Communications System.

(w) Subscriber Network - The trunk and feeder signal distribution network over which video, audio, text and data signals are transmitted to Subscribers.

(x) Town - The Town of Plainville, Massachusetts.

## **ARTICLE 2**

### **GRANT OF RENEWAL LICENSE**

#### **SECTION 2.1 - GRANT OF RENEWAL LICENSE**

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and Cable Communications Policy Act of 1984 as amended, the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts II, Inc., a Delaware Corporation, authorizing and permitting said Licensee to construct, operate and maintain a Cable Communications System within the municipal limits of the Town of Plainville.

(b) This Renewal License is granted under and in compliance with the Federal Cable Act and Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and in compliance with all rules and regulations of the FCC and the Cable Division and all other applicable rules and regulations in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Communications System, including such lines, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable Communications System, in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town within the municipal boundaries and subsequent additions thereto, including property over which the Town has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video, audio, text, data and other impulses in accordance with the laws of the United States of America and the Commonwealth of Massachusetts and the lawful bylaws/ordinances of the Town of Plainville. Nothing in this License shall be construed to



prohibit the Licensee from offering any service over its Cable Communications System that is not prohibited by federal or state law.

## **SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE G.L.c. 166A §§3(d) and 13]**

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on July 1, 2004, following the expiration of the current license, and shall terminate at midnight on June 30, 2014.

## **SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS**

Pursuant to G.L.c. 166 §§22-25, permission is hereby granted to the Licensee to attach or otherwise affix cables, wire, or optical fibers comprising the Cable Communications System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Town grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on public ways.

## **SECTION 2.4 - RENEWAL**

(a) In accordance with the provisions of federal law, Section 13 of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) Any such renewal or renewals shall be upon mutual written agreement by the Licensee and the Issuing Authority and shall contain such modified or additional terms as the Licensee and the Issuing Authority may then agree. Nothing contained in this Section shall obligate the Issuing Authority to grant any such renewal or either the Licensee or the Issuing Authority to agree to any renewal terms.

## **SECTION 2.5 - POLICE AND REGULATORY POWERS**

The Licensee's rights are subject to the powers of the Town to adopt and enforce general bylaws/ordinances necessary for the safety and welfare of the public, provided that such bylaws/ordinances are of general applicability and not specific to the Cable Communications System, the Licensee, or this License.

## **SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE**

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Communications System within the Town of Plainville; or the right of the Issuing Authority to permit the use of the public ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on substantially equivalent terms and conditions as those contained in this Renewal License.

(c) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including G.L.c. 166A and applicable regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Distributor, which is not in any way an affiliate of the Licensee, hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in

writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from the Licensee.

- (i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested.
- (ii) Should the Licensee demonstrate that the Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall make equitable amendments to this Renewal License.

## **ARTICLE 3**

### **SYSTEM SPECIFICATIONS AND CONSTRUCTION**

#### **SECTION 3.1 - AREA TO BE SERVED [SEE G.L.c. 166A §3(a)]**

(a) The area to be served is the entire Town of Plainville, subject to the limitations set forth herein. Service shall be provided to every dwelling occupied by a person requesting Cable Service that can be reached by the Cable Communications System via the public right of way in the Town or easements in the Town over which the Town has control, provided that the Licensee is able, in addition, to obtain from owners of private property any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984. However, the Licensee shall not be obligated to extend the Cable Communications System into any areas of new development not currently served as of the Effective Date where there are fewer than thirty (30) dwelling units per strand mile of aerial or underground cable, calculated from the last dwelling unit toward the end of the nearest trunk line.

(b) Installation costs shall conform to the 1992 Cable Consumer Protection Act, and regulations thereunder. Any dwelling unit within one hundred fifty feet (150 ft.) aerial shall be entitled to a standard installation rate; provided, however, that underground installations within one hundred fifty feet (150') of the existing Cable System requiring trunk or distribution type (e.g. amplifier and feeder cable) construction or involving a hard surface or that require boring through rock or under sidewalks or asphalt street are considered non-standard installations and shall be provided at a rate based on actual costs. For Drops in excess of one hundred and fifty (150) standard footage, Subscribers may be charged for materials and labor.

(c) The Town will notify Licensee of any approved subdivisions. Provided Licensee has at least forty-five (45) days' prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits

within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and underground construction to the Licensee.

### **SECTION 3.2 - SUBSCRIBER NETWORK**

The Licensee shall maintain a Cable Communications System utilizing addressable technology, fully capable of carrying a minimum of seventy-seven (77) channels in the downstream direction and at least two (2) channels in the upstream.

### **SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS**

**[SEE G.L.c. 166A §5(e)]**

The Licensee shall maintain the current level of active Drops, Outlets and the lowest level of Cable Service, currently known as Basic Service, at no charge to the Town, to all municipal and other public buildings listed in **Exhibit A** attached hereto and made a part hereof. In addition, the Licensee shall provide one (1) Drop, Outlet and the lowest level of Cable Service at no charge to all new municipal and other Town owned public buildings which lie along its cable routes in the Town, subject to the limitations set forth in Article 3 herein. The Issuing Authority or its designee shall consult with the appropriate individuals to determine the appropriate location for each Outlet prior to requesting that the Licensee install the free service. Nothing in this Section shall require the Licensee to install an additional Drop or Outlet to any municipal or Town owned public building which already has a free Drop or Outlet provided under the terms of the prior license.

### **SECTION 3.4 – VIDEO RETURN LINES AND HUB**

(a) The Licensee shall continue to provide and maintain its existing actively used Video Return Lines (formerly known as the Institutional Interconnect System) currently in place as of the Effective Date. Within one year of the Issuing Authority's written request, the Licensee shall install a Video Return Line at the Public Town Library on South Street. Said Video Return Lines shall be capable of transmitting composite video from the municipal buildings identified in **Exhibit B**, attached hereto, to the Video Return Line hub in the Senior Center.

(b) The Licensee shall maintain the initial Video Return Line Drop at no charge to each of the municipal buildings identified in **Exhibit B**. Additional or relocated Video Return Line Drops, if any, in excess of the above shall be installed by the Licensee subject to payment by the Town of the Licensee's actual costs of said installation.

(c) At Licensee's cost, the Licensee shall be permitted to place its hub for the Video Return Lines under the stairs in the basement of the Senior Center at 9 School Street. Thereafter, the Town shall be responsible for ongoing utility expenses.

(d) The Town shall be solely responsible for any and all interface equipment with the Video Return Lines, including but not limited to, video production equipment and modulators. Licensee shall be responsible for all equipment located at the Video Return Line hub and the headend necessary to make interaction possible with the Subscriber Network .

(e) As owner, the Licensee shall be responsible for maintaining the Video Return Lines and the Video Return Line hub in accordance with the FCC Rules and Regulations, Part 76. Licensee will have 24 x 7 access to the Senior Center for maintaining the hub. Any increased costs of maintaining the Video Return Lines and the hub, above the costs as of the Effective Date, may be recovered in rates for Basic Broadcast Service to the extent allowed by applicable FCC rate regulations.

(f) Within six months of the Effective Date, Licensee will provide a connection in its headend facilities in Foxboro, Massachusetts allowing customers in the Town of Plainville the means by which they may be able to view the Educational Access Channel from the Town of

Wrentham, with whom Plainville shares a regional high school. This obligation shall continue only for so long as Licensee is able to accomplish said connection in its headend in Foxboro. The Town or its designees shall be responsible for obtaining all permits and approvals necessary from the Town of Wrentham, Wrentham Cable Access or other entity for placing the Educational Access Channel from Wrentham on the Town's PEG Access Channels.

(g) Licensee will provide a one-way connection from the Subscriber Network in North Attleboro to the Video Return Line hub in the Senior Center no later than December 31, 2004. The purpose of the connection is to allow customers in the Town to view events such as the annual Rotary Club and Chamber of Commerce auctions from North Attleboro. Upon thirty (30) days advance written notice from the Town for any event, Licensee will activate the connection for three events a year without charge to the Town (non-cumulative from year to year). The Town or its designees shall be responsible for obtaining all permits and approvals necessary from the Town of North Attleboro or other entity for placing such events on one of the PEG Access Channels. Licensee will be responsible for maintaining such connection, which shall not be considered as a Video Return Line.

### **SECTION 3.5 - PARENTAL CONTROL CAPABILITY**

(a) Upon request, and at no separate, additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable Communications System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said box.

### **SECTION 3.6 - INTERCONNECTION WITH OTHER CABLE SYSTEMS**

During the term of this Renewal License, the Licensee may consider interconnecting the Cable Communications System with the cable systems in adjoining communities. In making any

such determination, the Licensee shall consider the costs of interconnection and the benefits of interconnection.



## **ARTICLE 4**

### **TECHNOLOGICAL AND SAFETY STANDARDS**

#### **SECTION 4.1 - SYSTEM MAINTENANCE**

(a) In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Communications System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws/ordinances, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable Communications System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel can be corrected before they become a hazard. The Licensee shall install and maintain its wire, cable, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any television or radio station carried on the Cable Communications System shall be carried without material degradation in quality at all subscribing locations within

the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Town, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Town when the deficiency has been corrected.

#### **SECTION 4.2 - REPAIRS AND RESTORATION [SEE G.L.c. 166A §5(g)]**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public or private way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Licensee upon written demand by the Issuing Authority.

#### **SECTION 4.3 - TREE TRIMMING**

The Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Licensee, in accordance with applicable state law and any Town bylaws/ordinances and regulations.

#### **SECTION 4.4 - STRAND MAPS**

The Licensee shall maintain a complete set of strand maps of the Town, which will show those areas in which its facilities exist, the location of all streets and the location of all residences. The strand maps will be retained in a location reasonably convenient to the Town and will be available in the Town for inspection by the Issuing Authority upon written request.

#### **SECTION 4.5 - BUILDING MOVES**

In accordance with applicable laws, the Licensee shall, at its expense, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). The Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

#### **SECTION 4.6 - DIG SAFE**

The Licensee shall comply with applicable "dig safe" provisions pursuant to G.L.c. 82 §40.

#### **SECTION 4.7 - DISCONNECTION AND RELOCATION**

(a) The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring the Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

#### **SECTION 4.8 - EMERGENCY REMOVAL OF PLANT**

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Communications System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

#### **SECTION 4.9 - STANDBY POWER**

The Licensee shall maintain at least two and one half hour standby power at its headend facilities, critical trunk areas, and fiber nodes. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate the generators therefore, shall become activated automatically upon the failure of the normal power supply.

#### **SECTION 4.10 - ANNUAL UPDATE HEARINGS**

(a) The Issuing Authority may hold a performance evaluation hearing within thirty (30) days of each anniversary of the Execution Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Licensee's compliance with the terms and conditions of this Renewal License.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the installation, operation and/or maintenance of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee, and produce such documents or other materials as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing.

(c) Within thirty (30) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance with this Renewal License and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of any of the material terms and conditions of this Renewal License, the Licensee shall have an opportunity to respond and propose a plan for implementing any changes or improvements necessary, in accordance with Section 9.8 herein.

## **ARTICLE 5**

### **PROGRAMMING**

#### **SECTION 5.1 - BASIC BROADCAST SERVICE**

The Licensee shall make available a Basic Broadcast Service tier to which subscription is required for access to any other tier of service. Such basic tier shall, at a minimum, consist of: 1) all broadcast television signals carried in fulfillment of the requirements of Section 614 and 615 of the Cable Act of 1992, and 2) all active Public, Educational and Governmental (“PEG”) Access channel(s).

#### **SECTION 5.2 - PROGRAMMING**

The Licensee shall use its best efforts to provide a wide diversity of alternative programming options to Subscribers, including, but not limited to, sports programming, public affairs programming, news programming, entertainment programming, and movie programming. The Licensee has offered and shall provide the following Cable Services: 1) all broadcast stations required to be carried by federal law; and 2) Public, Educational and Governmental (“PEG”) Access channel(s) required by this Renewal License. The Licensee shall provide written notice to all Town Subscribers at least thirty (30) days in advance of any significant programming network changes. Pursuant to the Cable Act, 47 U.S.C. 532 (b) (3), the Licensee shall make available channel capacity for commercial use by persons unaffiliated with the Licensee.

#### **SECTION 5.3 - SIGNAL TRANSMISSION**

The Licensee shall not scramble or otherwise encode, for the entire term of this License any of the Basic Broadcast Services described in Section 5.1 (Basic Broadcast Service) and in accordance with federal law.

#### **SECTION 5.4 - CONTINUITY OF SERVICE**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee shall use reasonable efforts to interrupt service for the purpose of Cable Communications System construction, routine repairing or testing the Cable System only during periods of minimum use.

#### **SECTION 5.5 - CONVERTER BOX, REMOTE CONTROLS**

Upon availability, and if economically feasible, Licensee shall make available two-way capable converter boxes to those Subscribers purchasing interactive services. The Licensee shall allow Subscribers to purchase remote control devices that are compatible with the converter installed by the Licensee and allow use of remotes at no additional charge from that of the converter charge. The Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

#### **SECTION 5.6 - STEREO TV TRANSMISSIONS**

All commercial television signals that are transmitted to the Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

## **ARTICLE 6**

### **PEG ACCESS CHANNEL(S) AND SUPPORT**

#### **SECTION 6.1 - PEG ACCESS CHANNEL(S)**

(a) The Licensee shall provide two (2) public, educational and governmental (“PEG”) Access channel(s) for non-commercial use by residents of the Town, the educational authorities, organizations serving the Town and local government officials. Use of channel capacity for PEG Access shall be provided on the most basic tier of service offered by Licensee in accordance with Federal law, 47 U.S.C. 531. Licensee does not relinquish its ownership or of its ultimate right of control over a channel by designating it for PEG Access use. Licensee shall not exercise editorial control over any public, educational or governmental use of channel capacity, except Licensee may refuse to transmit any public access programming or portion of a public access program that contains obscenity, indecency or nudity (see Section 611 of the Cable Act).

(b) The Issuing Authority may request a third (3<sup>rd</sup>) PEG Access channel so long as a threshold use requirement is met for each of the two (2) existing PEG Access channels. In order to request a third (3<sup>rd</sup>) PEG channel, the two (2) existing PEG Access channels must be used to cablecast first run, non-repetitive, Plainville-produced, non-commercial, non-alpha numerical programming at least eighty percent (80%) of the weekdays (Monday through Friday) for eighty percent (80%) of the time during any consecutive eight hour period for six (6) consecutive months. The Issuing Authority must provide the Licensee with a detailed written documentation demonstrating the threshold has been met. Licensee shall make the third (3<sup>rd</sup>) PEG Access channel available within six months, provided, however, that if channel space is not available at the time of the Issuing Authority’s written request, the Licensee shall have twelve (12) months following receipt of the request to make the third (3<sup>rd</sup>) PEG Access channel available. If the two initial PEG channels fail to meet the threshold for four (4) consecutive months, the Licensee may reclaim the



third (3<sup>rd</sup>) PEG Access channel on sixty days written notice; provided, however, that the Licensee may not reclaim either of the two (2) initial PEG Access channels.

(c) The Licensee shall not charge residents of the Town, educational authorities, organizations serving the Town or local or any other regional governmental entities for non-commercial use of the PEG Access channel(s).

(d) The Issuing Authority or its designee shall be responsible for developing, implementing, interpreting and enforcing rules regarding the use of PEG Access channels, including but not limited to the priority of use of the PEG Access channel(s) on a non-discriminatory basis, the prohibition of lottery information and obscene or indecent matter (modeled after prohibitions found in other FCC rules and regulations), and permitting public inspection of a complete record of names and addressees of all persons or groups requesting time on the PEG Access channel(s). The Issuing Authority or its designee(s) shall be responsible for obtaining all necessary approvals and permissions, including those required for placing the Educational Channel from the Town of Wrentham or the Chamber of Commerce auction from North Attleboro on one of the PEG Access channels.

## **SECTION 6.2 – PEG ACCESS SUPPORT**

(a) As of the Effective Date of this Renewal License, the Licensee shall no longer be responsible for PEG Access programming within the Town. The Issuing Authority or its designee, including an Access Corporation if so designated by the Issuing Authority, shall be responsible for PEG Access Programming. As of the Effective Date, the Issuing Authority shall own all PEG Access equipment made available by Licensee's predecessors for the Town's use within the Town as identified in prior cable licenses, and as of the Effective Date the Issuing Authority or its designee shall be responsible for the maintenance of all PEG Access Equipment. If the Issuing Authority designates another entity or persons to be responsible for PEG Access Programming, the Issuing Authority shall so notify Licensee in writing.

(b) Licensee shall provide an annual payment to the Issuing Authority, or its designee, for PEG Access purposes, equal to Ten Thousand, Two Hundred Dollars (\$10,200). Said annual payments shall be used for expenses related to PEG Access programming. Licensee shall make the payment no later than September 1<sup>st</sup> each year, with the initial payment being made by September 1, 2004. The final payment shall be made by September 1, 2013. Licensee may include this funding in rates to the extent determined by the Cable Television Division in accordance with applicable FCC regulations.

(c) Within sixty (60) days of the Effective Date, Licensee shall provide capital funding in the amount of Twenty Thousand, Eight Hundred Dollars (\$20,800) to the Issuing Authority, or its designee, to be used for the purchase of PEG Access equipment and or facilities. All equipment purchased with these funds will be owned, operated and maintained by the Town or its designee. Licensee may include this funding in rates to the extent determined by the Cable Television Division in accordance with applicable FCC regulations.

### **SECTION 6.3 – REPORT OF DISBURSEMENTS**

(a) Annually, on or before February 15<sup>th</sup>, the Town shall submit to the Licensee a written report showing actual disbursements made of the funds provided by the Licensee on behalf of the Access Corporation, pursuant to Article 6 herein.

(b) Said report shall explain in detail the allocation of funds, a justification of the use of the funds, and any operating interests of the various entities, if any, using the PEG Access facilities.

(c) If upon review of the report, the Licensee's finds that any use of the funds by the Access Corporation has not been directly related to PEG Access, the Licensee may submit a written request for a hearing before the Issuing Authority. After such hearing, the Issuing Authority shall submit a written response to the Licensee stating its assessment of the use of funds. If the Issuing Authority and Licensee agree, the Issuing Authority shall take the necessary measures to assure future funds are expended appropriately.

(d) If upon receipt of a subsequent report, the Licensee determines that the use of funds again have not been appropriate, the Licensee may, in writing, request another hearing before the Issuing Authority. Providing the Issuing Authority finds in accordance with the Licensee's determination, the Issuing Authority shall direct the Licensee to withhold an amount of PEG Access support, an amount corresponding to the subject of the dispute, until such a time safeguards are in place to assure the appropriate use of the funds.

(e) If following the Licensee's second request for the Issuing Authority's remedial action, the Issuing Authority disagrees with the Licensee, regarding the inappropriate use of funds, the matter may be referred to the Cable Division, or its successor, upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.

#### **SECTION 6.4 - EMERGENCY USE**

The Licensee shall adhere to any emergency notification standards as established by the Federal Communications Commission.

#### **SECTION 6.5 - COMMERCIAL ACCESS**

The Licensee shall make channel capacity available as required by federal law for commercial access cablecasting to any person, group, organization, or entity upon reaching an appropriate agreement. Rates for use of commercial access channels shall be established by the Licensee in accordance with federal law.

#### **SECTION 6.6 - EDITORIAL CONTROL**

The Licensee shall be permitted only to exercise editorial control over programming to the extent permitted by federal law.

#### **SECTION 6.7 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION**

The Town agrees that it will not use its designated PEG Access channels, equipment, or other facilities to provide for-profit commercial services which have the effect of competing with the Licensee's telecommunications business. In addition, any programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the consent of the Licensee.

## **ARTICLE 7**

### **CUSTOMER SERVICE AND CONSUMER PROTECTION**

#### **SECTION 7.1 - CUSTOMER SERVICE**

(a) The Licensee shall provide and maintain a toll-free 24-hour answering line, which Subscribers may call without incurring added message units or toll charges so that prompt maintenance and service is available. At the time of initial subscription the Licensee shall give each new subscribing household a notice of billing practices and dispute procedures, which notice shall include the Licensee's telephone number.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Licensee shall also maintain records of all reported complaints and action taken to respond to such complaints and shall make such records available to the Issuing Authority or designee for inspection upon written request, but shall also comply with Subscribers' privacy rights in accordance with federal law.

(c) The Licensee shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery. For these purposes, the Licensee shall maintain a competent staff of employees sufficient to provide adequate and prompt service to its Subscribers.

(d) The Licensee shall comply with all customer service regulations of the FCC (47 CFR Part 76) as they exist or as they may be amended from time to time. Likewise, the Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

## **SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES**

The Licensee shall establish a procedure for resolution of complaints by Subscribers. Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding quality of service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority shall be responsible for receiving and acting upon Subscriber complaints and/or inquiries, as follows:

(a) Upon written request of the Issuing Authority the Licensee shall, within ten (10) days after receiving a complaint and/or inquiries, send a written report to the Issuing Authority with respect to any written complaint received. Such report shall provide a full explanation of the investigation, finding and corrective measures taken by the Licensee.

(b) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her written complaint with the Issuing Authority or its designee, who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial subscription to Cable Service, of the procedures for reporting and resolving all such complaints.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee determines it to be in the public interest, the Issuing Authority or its designee may investigate any systemic complaints or disputes brought by Subscribers arising from the operations of the License.

(d) In the event that the Issuing Authority or its designee documents a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee shall suggest appropriate amendments to the Licensee's procedures for the resolution of complaints, which the Licensee shall not unreasonably refuse to incorporate into this Renewal License.

### **SECTION 7.3 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES**

**[SEE G.L.c. 166 §5(h)]**

The Licensee shall not remove any television antenna of any Subscriber but shall, at the Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

### **SECTION 7.4 - CHANNEL TRANSPOSITIONS [SEE G.L.c. 166A §5(i)]**

Whenever the Licensee transposes any television signal from the channel on which it was originally broadcast so that it is received on a different channel on the receiving sets of Subscribers, the Licensee shall at least thirty (30) days prior to such transposition notify its Subscribers in writing of such transposition and provide them with a marker suitable for mounting on television receivers indicating the fact of such transposition.

### **SECTION 7.5 - SERVICE INTERRUPTIONS [SEE G.L.c. 166A §5(1)]**

In the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Licensee will grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

### **SECTION 7.6 - SUBSCRIBER TELEVISION SETS**

The Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Licensee may make adjustments to television sets in the

course of normal maintenance. In the event Massachusetts General Laws are amended to remove this provision of the law, this Section shall be null and void.

## **SECTION 7.7 - PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or user of the Cable Communications System and shall not violate such rights through the use of any device or signal associated with the Cable System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Section and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act as amended.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable Communications System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy and all governing laws and regulations.

(d) The Licensee shall allow the Issuing Authority to receive any requested historical data on trouble/complaint, if there is written authorization by Subscriber complainant for any case being negotiated.

(e) Prior to the commencement of Cable Service to a new Subscriber, and annually thereafter to all Cable Communications System Subscribers, the Licensee shall provide Subscribers with a written document which clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal Subscriber information, and describing the Licensee's policy for the protection of Subscriber privacy.

(f) Neither the Licensee nor its designee nor the Town nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose,



without the prior written authorization of the affected Subscriber or user, unless otherwise required by applicable law, provided, however, that the Licensee may conduct system-wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties any instances of monitoring or tapping of the Cable Communications System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee. The Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

(g) No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

(h) Except as permitted by Section 631 of the Cable Act as amended, neither the Licensee nor its designees nor its employees shall make available to any third party, including the Town, information about any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber not less than fourteen (14) calendar days prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court.

(i) Upon written request by a Subscriber, the Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal Subscriber information that the Licensee maintains regarding said Subscriber. The Licensee shall ensure that all information related to billing and service requests is accurate and up to date and shall promptly correct any errors upon discovery.

(j) The Issuing Authority and the Licensee shall periodically review this Section to determine that it effectively addresses appropriate concerns about privacy.

## **SECTION 7.8 - DAMAGED OR LOST EQUIPMENT**

In the event that a Subscriber is unable to provide documentation to substantiate that a converter was stolen or destroyed by fire, the Licensee shall be entitled to assess a replacement cost for a missing converter. In the event that a Subscriber supplies the Licensee with a police or fire report which evidences that the loss of a converter resulted from theft or fire, the Licensee shall waive any charges.

## **SECTION 7.9 - EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees, including repair and sales personnel, entering private property shall be required to carry and show on request an employee identification card issued by the Licensee.

## **ARTICLE 8**

### **PRICES AND CHARGES**

#### **SECTION 8.1 – PRICES AND CHARGES**

(a) A price schedule for service and installation in effect as of the date of execution of this Renewal License is attached hereto as **Exhibit C**. The Licensee shall provide written notice to all Town Subscribers at least thirty (30) days in advance of any subscription price increases. Any changes in prices will be in conformance with the federal law, the rules and regulations of the FCC and any currently or hereinafter applicable federal and/or state laws and regulations.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental (“PEG”) Access and other franchise requirements, may be passed through to the Subscribers in accordance with federal law.

(c) The Licensee may require a deposit or refuse service for a bona fide credit reason. The Licensee may levy reasonable collection charges on overdue or delinquent accounts. The Licensee requires that the account of any Subscriber requesting work be current before such work is performed.

(d) All prices for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee’s business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

## **ARTICLE 9**

### **REGULATORY OVERSIGHT**

#### **SECTION 9.1 - INDEMNIFICATION [SEE G.L.c. 166A §5(b)]**

The Licensee shall at its sole cost and expense indemnify and hold the Town harmless at all times during the term of this Renewal License, and subsequent renewals, if any, from any and all claims for injury and damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of any structure, equipment, wire or cable authorized to be installed pursuant to this Renewal License, provided that the Town shall give the Licensee written notice of its obligation to indemnify and defend the Town within ten (10) business days of receipt of a claim or action pursuant to this Section.. Upon receipt of notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any action or proceeding against the Town in which it is claimed that personal injury or property damage was caused by activities of the Licensee, its employees and/or agents, in the construction, installation, operation or maintenance of its Cable Communications System. If the Town determines that it is necessary for it to employ separate legal counsel, the costs of such separate counsel shall be the responsibility of the Town.

#### **SECTION 9.2 - INSURANCE [SEE G.L.c. 166A §5(c)]**

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority protecting, as required in this Renewal License, the Licensee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars

(\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Licensee shall provide Issuing Authority with current certificate(s) of insurance for all policies required herein.

### **SECTION 9.3 - PERFORMANCE BOND [SEE G.L.c. 166A §5(k)]**

(a) The Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) a performance bond in the amount of Twenty-five Thousand Dollars (\$25,000) running to the Town with a company surety satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of G.L.c. 166A §5(a), (m) and (n);
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with G.L.c. 166A §5(g);

- (3) the indemnity of the Town in accordance with G.L.c.166A §5(b); and
- (4) the satisfactory removal or other disposition of the Cable System in accordance with G.L.c. 166A §5(f).

(b) The Licensee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Issuing Authority's prior written consent.

#### **SECTION 9.4 - LICENSE FEES**

(a) During the term of the Renewal License the annual License Fee payable to the Town shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to G.L.c. 166A §9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the PEG Access Annual Support in Section 6.2 and the Licensee Fees in subsection (a) above. Said License Fees may be passed through to Town subscribers pursuant to applicable law.

(c) All payments by the Licensee to the Town pursuant to this Section shall be made payable to the Town and deposited with the Town Treasurer unless otherwise agreed by the parties in writing.

#### **SECTION 9.5 - REPORTS [SEE G.L.c. 166A §§8 and 10]**

(a) The Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, the Licensee shall also file with the Cable Division, a financial balance sheet and statement of

ownership, which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) As provided by law and applicable regulations, annually the Licensee shall notify the Issuing Authority and the Cable Division, on forms prescribed by the Cable Division, of complaints of Subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

(c) In addition, the Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

## **SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

## **SECTION 9.7 - REVOCATION OF LICENSE [SEE G.L.c. 166A §11]**

The License issued hereunder may, after due written notice and hearing, be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

(a) For false or misleading statements in, or material omissions from, the application submitted under Section 4 of G.L.c. 166A;

(b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);

(c) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in Section 5(j) of G.L.c. 166A;

(d) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;

(e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority;

(f) For failure to complete construction in accordance with the provisions of the Renewal License; and

(g) For repeated failure to comply with any of the material terms and conditions of the Renewal License.

## **SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE**

Prior to instituting any action against the Licensee under either Section 9.3 (Performance Bond) or Section 9.7 (Revocation of License), the Issuing Authority shall notify the Licensee of specific failure to comply with any of the material terms and conditions of this Renewal License and shall give the Licensee thirty (30) days, or such longer time as may be granted by the Issuing Authority in its reasonable discretion, in which to appear before representatives of the Town to discuss License's plans to rectify such specific failure and shall not proceed further if the matter is resolved to the reasonable satisfaction of the Issuing Authority within the specified time period.

## **SECTION 9.9 - RIGHT OF REVIEW**

Prior to pursuing review under state or federal law, the parties may agree to arbitration under the rules of the American Arbitration Association.

## **SECTION 9.10 - TRANSFER OR ASSIGNMENT [SEE G.L.c. 166A §7]**

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application by the Licensee on forms prescribed by the Cable Division. The application for consent to an assignment or transfer shall be signed by the Licensee and by the



proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. This Section is not intended to prevent the Licensee from conducting intra-corporate transfers of the Renewal License or the Licensee to a company owning, owned by, or under common ownership with the Licensee.

#### **SECTION 9.11 - REMOVAL OF SYSTEM [SEE G.L.c. 166A]**

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned. Such abandonment shall not relieve the Licensee of cost of removal.

#### **SECTION 9.12 - INCORPORATION BY REFERENCE**

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to Massachusetts General Laws, Chapter 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require the Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and the

Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

### **SECTION 9.13 - COMMERCIAL NON-DISCRIMINATION**

No commercial establishment along the route of the Cable Communications System within the Licensee's service area shall be denied Basic Broadcast Service or Cable Programming Services if requested. In responding to a request for any level or tier of Cable Service, the Licensee shall treat like situated commercial establishments within the service area similarly and in accordance with federal law and regulations.

## **ARTICLE 10**

### **MISCELLANEOUS**

#### **SECTION 10.1 - SEVERABILITY**

If any section, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Renewal License or any renewal or renewals hereof.

#### **SECTION 10.2 - FORCE MAJEURE**

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; non-availability of essential equipment or fuel; prohibitive environmental conditions; or, any other cause or event not reasonably within the Licensee's control.

#### **SECTION 10.3 - NOTICES**

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Board of Selectmen, Town of Plainville, 142 South Street, Plainville,

MA 02762 or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Director of Government and Community Affairs, Comcast, 440 Myles Standish Blvd., Taunton, MA 02780 with copies to Attn: Regional Vice President of Government Relations, Comcast, 676 Island Pond Road, Manchester, NH 03109, and to Comcast Cable Communications, Inc., Attn: Government Affairs, 1500 Market Street, Philadelphia, PA 19102 or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

#### **SECTION 10.4 - ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

#### **SECTION 10.5 - CAPTIONS**

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such sections shall not affect the meaning or interpretation of the Renewal License.

#### **SECTION 10.6 - WARRANTIES**

The Licensee warrants, represents and acknowledges that, as of the date of execution of this Renewal License:

- (a) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(c) This Renewal License is enforceable against the Licensee in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

#### **SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE**

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assigns.

**SIGNATURE PAGE**

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS \_\_\_\_\_DAY OF JUNE, 2004.

**TOWN OF PLAINVILLE**

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

**COMCAST OF MASSACHUSETTS II, INC.**

By:

\_\_\_\_\_  
Kevin M. Casey  
Senior Vice President  
New England Region

**EXHIBIT A**

**PUBLIC AND MUNICIPAL BUILDINGS  
ON THE SUBSCRIBER NETWORK**

Public School Buildings:

Jackson School, 68 Messenger Street

Wood Elementary School, 72 Messenger Street

Municipal Buildings:

Public Safety Building (Police and Fire), 157 South Street (Rt. 1A)

Highway Garage (DPW), West Bacon Street (Rt. 106)

Senior Center, 9 School Street

Water Department, 171 East Bacon Street

Town Hall, 142 South Street (Rt. 1A)

Hilltop Terrace, 140 East Bacon Street (Rt. 1A)

Old Wood School, 198 South Street (Rt. 1A)

Public Library, 200 South Street (Rt. 1A)

## **EXHIBIT B**

### **VIDEO RETURN LINE DROPS**

#### Public School Buildings:

Jackson School, 68 Messenger Street

Wood School, 72 Messenger Street

#### Municipal Buildings:

Public Safety Building (Police and Fire), 157 South Street (Rt. 1A)

Town Hall, 142 South Street (Rt. 1A)

Highway Garage (DPW), West Bacon Street (Rt. 106)

Senior Center, 9 School Street

Water Department, 171 East Bacon Street

Recreation Department – Gazebo on Rec. Dept. Property next to Town Hall at 142 South Street (Rt. 1A)

Old Wood School, 198 South Street (Rt. 1A)

Public Library, 200 South Street (Rt. 1A) – within six (6) months of written request under Section 3.4(a)



**EXHIBIT C**

**SCHEDULE OF CURRENT MONTHLY RATES AND CHARGES**

*Please see the following pages.*